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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:

Chapter 11

ALL YEAR HOLDINGS LIMITED,

Case No.: 21-12051 (MG)

Debtor.

AYH WIND DOWN LLC, through OFER TZUR and  
AMIR FLAMER, solely in their joint capacity as  
Claims Administrator,

Adversary Proceeding No:  
23-01196-mg

Plaintiff,

-against-

ALEXANDER M. ENGELMAN,

**ANSWER TO  
ADVERSARY  
COMPLAINT**

Defendant.

-----x  
Defendant ALEXANDER M. ENGELMAN (“Defendant” or “Engelman”), by and  
through his attorneys, Twersky PLLC, as and for his Answer (“Answer”) to Plaintiff AYH  
WIND DOWN LLC, through OFER TZUR and AMIR FLAMER, solely in their joint capacity  
as Claims Administrator’s (“Plaintiff”) Adversary Complaint, dated November 10, 2023  
(“Complaint”), states as follows:

**PRELIMINARY STATEMENT**

Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained the Preliminary Statement of the Complaint.

**PARTIES, JURISDICTION, AND VENUE**

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of the Complaint.
2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of the Complaint.
3. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of the Complaint, but avers that publicly filed documents speak for themselves.
4. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 4 of the Complaint, but avers that publicly filed documents speak for themselves.
5. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 5 of the Complaint, but avers that publicly filed documents speak for themselves.
6. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 6 of the Complaint, but avers that publicly filed documents speak for themselves.
7. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 7 of the Complaint, but avers that publicly filed documents

speak for themselves.

8. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 8 of the Complaint, but admits that Alexander Engelman is an individual who resides in Brooklyn, New York.

9. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9 of the Complaint, but defers all legal conclusions to the Court.

10. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 10 of the Complaint, but defers all legal conclusions to the Court.

11. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the Complaint, but defers all legal conclusions to the Court.

#### **FACTUAL ALLEGATIONS**

12. Denies the truth of each and every allegation set forth in paragraph 12 of the Complaint.

13. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 13 of the Complaint.

14. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 14 of the Complaint.

15. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 15 of the Complaint.

16. Denies the truth of each and every allegation set forth in paragraph 16 of the Complaint.

17. Denies the truth of each and every allegation set forth in paragraph 17 of the Complaint.

**COUNT I – BREACH OF PROMISSORY NOTE**

18. In response to paragraph 18 of the Complaint, Defendant repeats and re-alleges each and every response contained in paragraphs 1-17 of this Answer as if set forth in their entirety.

19. Denies the truth of each and every allegation set forth in paragraph 19 of the Complaint.

20. Denies the truth of each and every allegation set forth in paragraph 20 of the Complaint.

21. Denies the truth of each and every allegation set forth in paragraph 21 of the Complaint.

22. Denies the truth of each and every allegation set forth in paragraph 22 of the Complaint.

23. Denies the allegations contained in the Wherefore Clause (a)-(c) following paragraph 22 of the Complaint and otherwise denies that Plaintiff is entitled to any of the relief it seeks therein against Defendant Alexander Engelman.

Dated: New York, New York  
February 15, 2024

**TWERSKY PLLC**

By:

  
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*Attorneys for Defendant  
Alexander Engelma*

To:

All Counsel (via ECF)